CITY OF SUGAR LAND STANDARD CONTRACT FOR GENERAL SERVICES

Form Revised 9/5/17

I. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

CONTRACTOR

By: Pocusigned by:

5CB49D654FC4402...

Date: 4/9/2018 | 11:15 AM PDT

Date: 4/9/2018 | 10:30 AM CDT

054263A6BAF34A4

DocuSigned by:

Title: Purchasing Manager Title: Owner

Company: Taylor Meter Technologies

Address: 2833 Windsor Forrest Ct Atlanta, GA 30349

Phone: 9014626129

E-Mail Address: coryt901@gmail.com

II. General Information and Terms.

Contractor's Name and Address: Taylor Meter Technologies

Description of Services: Large Meter Testing / Repair

Maximum Contract Amount: \$ 38,100

Effective Date: On the latest date of the dates executed by both parties.

Termination Date: See III.C. September 30, 2018

The City of Sugar Land reserves the option to extend this contract upon the same terms and conditions for four additional one-year periods by notifying the contractor in writing of the extension at least 30 days prior to the date the contract would otherwise terminate.

Contract Parts: This Contract consists of the following parts:

- I. Signatures
- II. General Information and Terms
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions
- V. Additional Contract Documents

III. Standard Contractual Provisions.

- A. <u>Contractor's Services</u>. The Contractor will provide to the City the services described in this Contract under the terms and conditions of this Contract.
- B. <u>Billing and Payment</u>. The Contractor will bill the City for the services provided at intervals of at least 30 days, except for the final billing. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all of the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Termination Provisions.

- (1) Unless terminated earlier as allowed by this Contract, this Contract terminates:
 - (a) On the termination date, if any, specified in the General Information in Part 1, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
 - (b) If there is no termination date specified in the General Information in Part 1, the Contract terminates when both parties have completed all their respective obligations under the Contract.
- (2) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.
- (3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)
- D. <u>Liability and Indemnity</u>. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.
- E. <u>Assignment</u>. The Contractor may not assign this Contract without the City's prior written consent.

- F. <u>Law Governing and Venue</u>. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.
- G. <u>Entire Contract</u>. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
- H. <u>Independent Contractor</u>. The Contractor will perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor.
- I. <u>Dispute Resolution Procedures</u>. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- J. <u>Attorney's Fees.</u> Should either party to this Contract bring suit against the other party for any matter relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.
- K. <u>Severability</u>. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.
- L. <u>Contractual Limitations Period</u>. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)
- M. <u>Conflicting Provisions</u>. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.
- N. <u>Copyright</u>. Any original work (the Work), including any picture, video, music, brochure, writing, trademark, logo or other work created by the Contractor for the use of the City under this Contract is a "work made for hire," as defined by federal copyright law. If the Work is not by law a "work made for hire," the Contractor by execution of this Contract assigns to the City all of its rights to the Work, including the copyright. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.
- O. <u>Standard of Care for Architects and Engineers</u>. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.
- P. <u>Compliance with Laws</u>. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.
- Q. <u>Prohibition on Contracts with Companies Boycotting Israel.</u> Contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89). Under the provisions of

this statute, the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

The City has approved a verification form, which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

- IV. Additional Terms or Conditions. None.
- **V. Additional Contract Documents**. The following documents attached to this Contract are part of this Contract:
 - A. Contractor's Additional Contract Documents:
 - 1. House Bill 89 Verification (1 page)
 - 2. ITB # 2018-08
 - B. City's Additional Contract Documents:
 - 1. Requirements for All Insurance Documents (__pages)

"SAMPLE CERTIFICATE FOR GENERAL SERVICES CONTRACTS OF \$50,000 OR LESS"

(These are minimum requirements, coverages may exceed limits set forth in this example)



CERTIFICATE OF LIABILITY INSURANCE



01/01/1900

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

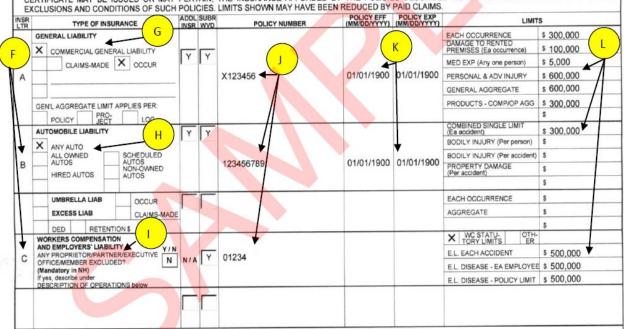
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
ABC Insurance Agency 555 Main Street Tampa, FL 33333-0000	PHONE FAX (A/C, No. Ext): (A/C, No.):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A: Insurance Carrier	00000	
XYZ Company 123 Apple Street Tampa, FL 22222-0000	INSURER B : Insurance Carrier D	00000 E	
	INSURER C : Insurance Carrier	00000	
	INSURER D :	_	
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,



DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is an additional insured with respect to all Liability policies. Waiver of Subrogation in favor of the Certificate Holder with respect to all policies, including Workers' Compensation.



CERTIFICATE HOLDER	CANCELLATION
City of Sugar Land P.O. Box 110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
N Sugar Land, TX 77487-0110 Attention: Purchasing Office	AUTHORIZED REPRESENTATIVE O

Instruction for Certificate of Insurance (Instructions for completing and submitting a certificate to the City of Sugar Land)

Complete the certificate of insurance with the information listed below:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information -complete name, address, and telephone information
- C) Insured's (Insurance Policy Holder) Information -complete name & address information
- D) Insurer (name/names of insurance company) **(Remember the City requires all insurance companies to be Authorized to do business in the State of Texas and be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A. M. Best)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D
- G) General Liability Insurance Policy -must have an (x) in box. Also, "Occurrence" type policy -must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) Automobile Liability Insurance information must be completed in this section of the certificate of insurance form (if applicable)
- I) Worker's Compensation and Employers Liability Insurance information must be completed in this section of the certificate of insurance form (if applicable)
- J) Insurance Policy #'s
- K) Insurance policy effective dates (always check for current dates)
- L) Insurance Policy limits (These are minimum requirements, coverages may exceed limits set forth in this example)

Commercial General Liability

a) Each Occurrence	\$300,000
b) Damaged to Rented Premises	\$50,000
c) Medical Expense	\$5000
d) Personal & Advertising Injury	\$600,000
e) General Aggregate	\$600,000
f) Products Complete Operations	\$300,000

Auto Liability

g) Combined Single Limit \$300,000

Workers' Compensation (State Statutory Limits)

h) Employer's Liability \$500,000

- M) City of Sugar Land must be named as an additional insured & waiver of subrogation in this section.
- N) City of Sugar Land's name and address information must be listed in this section.
- O) The certificate must be signed by the Authorized Agent in this section of the certificate form.

SEND ALL INVOICES & STATEMENTS TO:

City Of Sugar Land Attn: Accounts Payable P.O. Box 110 Sugar Land, TX 77487-0110 accountspayable@sugarlandtx.gov



CITY OF SUGAR LAND PURCHASING OFFICE (281) 275-2740 OFFICE (281) 275-2741 FAX

PURCHASE ORDER

VENDOR #: 12893

VENDOR ADDRESS: TAYLOR METER TECHNOLOGIES

2833 WINDSOR FORREST CT ATLANTA, GA 30349 SHIP TO: PUBLIC

PUBLIC WORKS DEPARTMENT

P.O. # 117021

DATE: 04/09/2018

111 GILLINGHAM LANE SUGAR LAND, TX 77478

The P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUI	ISITION #	REQUISITION DATE	CONTRAC	CT NUMBER
09/30/2018		0000	0115754	04/09/2018	18-	T059
FOB		ACCOUN	T NUMBER	PROGRAM NUMBER	AUTHO	RIZED BY
DEST		05050155504102			TAMAR	A CYRUS
REQUISITIONER	ITEM #	QUANTITY/ UNIT		CRIPTION OR SERVICE	UNIT COST	EXTENDED

JOE REYES / RBAUGH

FY19 LARGE DIAMETER METER 38,100.00 TESTING - 3" AND ABOVE

1.0000 38,100.00

/ UN

PER BID SUBMISSION DATED 02.12.2018
CONTRACT NOT TO EXCEED \$38,100.00

1

TOTAL PURCHASE AMOUNT

\$38,100.00

Man

By acceptance of this purchase order, you are accepting the City of Sugar Land's Terms and Conditions, available on the City website at www.sugarlandtx.gov (Go to Departments, Purchasing, Terms and Conditions) or by calling 281-275-2749 or 281-275-2701.

Approval:

AUTHORIZED SIGNATURE:



Certificate Of Completion

Envelope Id: CA03CD0A15114DAFB647F3CE5BCF46BF

Subject: City of Sugar Land - Contract: Taylor Meter Technologies / 18-T059

Source Envelope:

Signatures: 2 Document Pages: 7 **Envelope Originator:**

Certificate Pages: 5 Initials: 0 contracts AutoNav: Enabled PO BOX 110

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada) contracts@sugarlandtx.gov IP Address: 72.16.81.2

Record Tracking

Status: Original Holder: contracts Location: DocuSign

Signature

4/9/2018 7:46:37 AM contracts@sugarlandtx.gov

Signer Events

Cory Taylor

coryt901@gmail.com

Owner

Taylor Meter Technologies

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 4/9/2018 8:29:01 AM

ID: cdf1c168-f3fd-4e90-bd23-c85fcfa4ae11

P. Todd Reed

purchasing@sugarlandtx.gov

Purchasing Manager

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 4/9/2018 11:15:04 AM

In Person Signer Events

ID: ae7af001-8a87-4183-a30c-819002494d7f

Timestamp

Status: Completed

Sugar Land, TX 77479

Sent: 4/9/2018 7:48:50 AM Viewed: 4/9/2018 8:29:01 AM Signed: 4/9/2018 8:30:30 AM

Using IP Address: 172.58.75.23

Signed using mobile

P. told Rud

5CB49D654FC4402..

Using IP Address: 72.16.81.2

Sent: 4/9/2018 8:30:31 AM Viewed: 4/9/2018 11:15:04 AM

Signed: 4/9/2018 11:15:21 AM

Signature Timestamp

Editor Delivery Events Status Timestamp

Agent Delivery Events Status Timestamp

Intermediary Delivery Events Status Timestamp

Certified Delivery Events Status Timestamp

Carbon Copy Events Status Timestamp

COPIED

Joe Reyes

jreyes@sugarlandtx.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sent: 4/9/2018 11:15:23 AM Viewed: 4/9/2018 11:26:03 AM **Carbon Copy Events**

Status

Timestamp

Sent: 4/9/2018 11:15:23 AM

Vendor

coryt901@gmail.com

COPIED

Owner

Taylor Meter Technologies

Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure:

Accepted: 4/9/2018 8:29:01 AM ID: cdf1c168-f3fd-4e90-bd23-c85fcfa4ae11

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/9/2018 11:15:23 AM
Certified Delivered	Security Checked	4/9/2018 11:15:23 AM
Signing Complete	Security Checked	4/9/2018 11:15:23 AM
Completed	Security Checked	4/9/2018 11:15:23 AM
Payment Events	Status	Timestamps
Flacture in December 2 of Circustoms Disclosure		

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Sugar Land (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Sugar Land:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mhoover@sugarlandtx.gov

To advise City of Sugar Land of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at mhoover@sugarlandtx.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Sugar Land

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to mhoover@sugarlandtx.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Sugar Land

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to mhoover@sugarlandtx.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0,
	NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies
	Per session econoci
	•Users accessing the internet behind a Proxy
	Server must enable HTTP 1.1 settings via
	proxy connection

^{**} These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Sugar Land as described above, I consent to receive
 from exclusively through electronic means all notices, disclosures, authorizations,
 acknowledgements, and other documents that are required to be provided or made
 available to me by City of Sugar Land during the course of my relationship with you.